

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MELISSA DYLAN, an individual,

Plaintiff,

v.

THE BALDWIN INSURANCE GROUP,  
INC., *et al.*,

Defendants.

C24-1248 TSZ

**STIPULATED PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

**STIPULATED PROTECTIVE ORDER - 1**

2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged:

- (a) Plaintiff’s medical records and bills;
- (b) Bank account statements, financial information, and tax records of the parties;
- (c) Defendants’ confidential and competitively sensitive information and documents regarding the ownership, policies, practices, training, performance, and operation of Defendants’ business;
- (d) Documents containing or disclosing confidential or proprietary information regarding Defendants’ competitive strategic initiatives, business plans, contracts with third-party providers, customers non-public litigation information, and/or analyses;
- (e) Personal information and/or non-public, confidential documentation related to non-party personnel including compensation information, discipline, policy violations, personal identifying information, personnel files, and contract information;
- (f) Information furnished to the disclosing party in confidence by any third party, which information is not known or freely accessible to the general public;
- (g) Any documents and/or tangible things that would fall within the purview of Fed. R. Civ. P. 26(c)(1)(g); and
- (h) Parties’ personal information documents containing credit card numbers, bank accounts, social security numbers, or similar confidential identifying data.

1 Notwithstanding any other provision in this Protective Order, the Order shall not apply to  
2 information that is publicly available. Confidential Information shall be used and disclosed  
3 only in the above-captioned case. No person afforded access to Confidential Information shall  
4 use or disclose Confidential Materials for the purpose of business or competition or for any  
5 purpose other than this litigation.

6 3. SCOPE

7 The protections conferred by this agreement cover not only confidential material (as  
8 defined above), but also (1) any information copied or extracted from confidential material;  
9 (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any  
10 testimony, conversations, or presentations by parties or their counsel that might reveal  
11 confidential material.  
12

13 However, the protections conferred by this agreement do not cover information that is  
14 in the public domain or becomes part of the public domain through trial or otherwise.

15 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

16 4.1 Basic Principles. A receiving party may use confidential material that is  
17 disclosed or produced by another party or by a non-party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Confidential material may be  
19 disclosed only to the categories of persons and under the conditions described in this  
20 agreement. Confidential material must be stored and maintained by a receiving party at a  
21 location and in a secure manner that ensures that access is limited to the persons authorized  
22 under this agreement. Nothing in this Stipulated Protected Order shall be construed as  
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1 prohibiting any party from seeking modification of this Order upon motion to the court, and  
2 the court may modify this Order as may be required in the interests of justice consistent with  
3 applicable law, court rule, and the rules of evidence.

4 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
5 ordered by the court or permitted in writing by the designating party, a receiving party may  
6 disclose any confidential material only to:

7 (a) the receiving party’s counsel of record in this action, as well as employees of  
8 counsel to whom it is reasonably necessary to disclose the information for this litigation;

9 (b) the officers, directors, and employees (including in house counsel) of the  
10 receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties  
11 agree that a particular document or material produced is for Attorney’s Eyes Only and is so  
12 designated;

13 (c) experts and consultants to whom disclosure is reasonably necessary for this  
14 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
15 A);

16 (d) the court, court personnel, and court reporters and their staff;

17 (e) copy or imaging services retained by counsel to assist in the duplication of  
18 confidential material, provided that counsel for the party retaining the copy or imaging service  
19 instructs the service not to disclose any confidential material to third parties and to  
20 immediately return all originals and copies of any confidential material;  
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1 (f) during their depositions, witnesses in the action to whom disclosure is  
2 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
3 Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court.  
4 Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential  
5 material must be separately bound by the court reporter and may not be disclosed to anyone  
6 except as permitted under this agreement;

7 (g) the author or recipient of a document containing the information or a custodian or  
8 other person who otherwise possessed or knew the information.  
9

10 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
11 referencing such material in court filings, the filing party shall confer with the designating  
12 party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating  
13 party will remove the confidential designation, whether the document can be redacted, or  
14 whether a motion to seal or stipulation and proposed order is warranted. During the meet and  
15 confer process, the designating party must identify the basis for sealing the specific  
16 confidential information at issue, and the filing party shall include this basis in its motion to  
17 seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets  
18 forth the procedures that must be followed and the standards that will be applied when a party  
19 seeks permission from the court to file material under seal. A party who seeks to maintain the  
20 confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),  
21 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result  
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1 in the motion to seal being denied, in accordance with the strong presumption of public access  
2 to the Court's files.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
5 party or non-party that designates information or items for protection under this agreement  
6 must take care to limit any such designation to specific material that qualifies under the  
7 appropriate standards. The designating party must designate for protection only those parts of  
8 material, documents, items, or oral or written communications that qualify, so that other  
9 portions of the material, documents, items, or communications for which protection is not  
10 warranted are not swept unjustifiably within the ambit of this agreement.  
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12 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
13 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
14 unnecessarily encumber or delay the case development process or to impose unnecessary  
15 expenses and burdens on other parties) expose the designating party to sanctions.

16 If it comes to a designating party's attention that information or items that it designated  
17 for protection do not qualify for protection, the designating party must promptly notify all  
18 other parties that it is withdrawing the mistaken designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
20 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or  
21 ordered, disclosure or discovery material that qualifies for protection under this agreement  
22 must be clearly so designated before or when the material is disclosed or produced.  
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1 (a) Information in documentary form: (e.g., paper or electronic documents and  
2 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), the designating party must affix the word “CONFIDENTIAL” to each page that  
4 contains confidential material. If only a portion or portions of the material on a page qualifies  
5 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by  
6 making appropriate markings in the margins).

7 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
8 any participating non-parties must identify on the record, during the deposition or other pretrial  
9 proceeding, all protected testimony, without prejudice to their right to so designate other  
10 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
11 receiving the deposition transcript or other pretrial proceeding, designate portions of the  
12 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
13 confidential information at trial, the issue should be addressed during the pre-trial conference.

14 (c) Other tangible items: the producing party must affix in a prominent place on the  
15 exterior of the container or containers in which the information or item is stored the word  
16 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant  
17 protection, the producing party, to the extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
19 designate qualified information or items does not, standing alone, waive the designating  
20 party’s right to secure protection under this agreement for such material. Upon timely  
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1 correction of a designation, the receiving party must make reasonable efforts to ensure that the  
2 material is treated in accordance with the provisions of this agreement.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
5 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
7 burdens, or a significant disruption or delay of the litigation, a party does not waive its right  
8 to challenge a confidentiality designation by electing not to mount a challenge promptly after  
9 the original designation is disclosed.  
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11 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
12 regarding confidential designations without court involvement. Any motion regarding  
13 confidential designations or for a protective order must include a certification, in the motion  
14 or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
15 conference with other affected parties in an effort to resolve the dispute without court action.  
16 The certification must list the date, manner, and participants to the conference. A good faith  
17 effort to confer requires a face-to-face meeting or a telephone conference.

18 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
19 intervention, the designating party may file and serve a motion to retain confidentiality under  
20 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden  
21 of persuasion in any such motion shall be on the designating party. Frivolous challenges, and  
22 those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and  
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1 burdens on other parties) may expose the challenging party to sanctions. All parties shall  
2 continue to maintain the material in question as confidential until the court rules on the  
3 challenge.

4 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
5 OTHER LITIGATION

6 If a party is served with a subpoena or a court order issued in other litigation that  
7 compels disclosure of any information or items designated in this action as  
8 “CONFIDENTIAL,” that party must:

9 (a) promptly notify the designating party in writing and include a copy of the  
10 subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue  
12 in the other litigation that some or all of the material covered by the subpoena or order is  
13 subject to this agreement. Such notification shall include a copy of this agreement; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
15 designating party whose confidential material may be affected.

16 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
18 confidential material to any person or in any circumstance not authorized under this agreement,  
19 the receiving party must immediately: (a) notify in writing the designating party of the  
20 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the  
21 protected material; (c) inform the person or persons to whom unauthorized disclosures were  
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1 made of all the terms of this agreement; and (d) request that such person or persons execute  
2 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a producing party gives notice to receiving parties that certain inadvertently  
6 produced material is subject to a claim of privilege or other protection, the obligations of the  
7 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
8 provision is not intended to modify whatever procedure may be established in an e-discovery  
9 order or agreement that provides for production without prior privilege review. The parties  
10 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

11 10. NON-TERMINATION AND RETURN OF DOCUMENTS

12 Within 60 days after the termination of this action, including all appeals, each receiving  
13 party must destroy all electronic copies of all confidential material and return all confidential  
14 material to the producing party, including all copies, extracts and summaries thereof.  
15 Alternatively, the parties may agree upon appropriate methods of destruction.

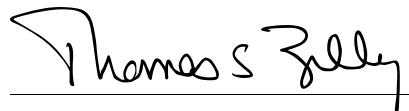
16 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
17 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
18 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
19 work product, even if such materials contain confidential material.

20 The confidentiality obligations imposed by this agreement shall remain in effect until a  
21 designating party agrees otherwise in writing or a court orders otherwise.  
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1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of  
3 any documents, electronically stored information (ESI) or information, whether inadvertent or  
4 otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal  
5 or state proceeding, constitute a waiver by the producing party of any privilege applicable to  
6 those documents, including the attorney-client privilege, attorney work-product protection, or  
7 any other privilege or protection recognized by law. This Order shall be interpreted to provide  
8 the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid.  
9 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's  
10 right to conduct a review of documents, ESI or information (including metadata) for relevance,  
11 responsiveness and/or segregation of privileged and/or protected information before  
12 production. Information produced in discovery that is protected as privileged or work product  
13 shall be immediately returned to the producing party.  
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15 Dated this 15th day of November, 2024.  
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20 Thomas S. Zilly  
21 United States District Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Western District of Washington on  
\_\_\_\_\_ in the case of *Melissa Dylan v. The Baldwin Insurance Group, Inc., et al.*, Cause No. 2:24-cv-01248-TSZ. I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_